

UNITED STATES DISTRICT COURT
SOUTHERN DISTRICT OF OHIO
EASTERN DIVISION
AT COLUMBUS

EMPIRE FIRE AND MARINE INSURANCE COMPANY 13810 FNB Parkway Omaha, NE 68154-5202	:	Case No.
	:	Judge
Plaintiff	:	COMPLAINT FOR DECLARATORY JUDGMENT
	:	
vs.	:	
	:	
RANJIT RASAILY 3385 Greenwich Street Columbus, OH 43224	:	
	:	
ESTATE OF SUN MAYA RASAILY 3385 Greenwich Street Columbus, OH 43224	:	
	:	
MEG RASAILY 3385 Greenwich Street Columbus, OH 43224	:	
	:	
Defendants	:	

Now comes the Plaintiff, Empire Fire and Marine Insurance Company, by and through counsel, and for its Complaint for Declaratory Judgment against the Defendants, Ranjit Rasaily, the Estate of Sun Maya Rasaily and Meg Rasaily, hereby states as follows.

PARTIES

1. Plaintiff, Empire Fire and Marine Insurance Company, ("Empire") is now and was at all times relevant hereto a Nebraska corporation engaged in the insurance business with a statutory home office located at 13810 FNB Parkway, Omaha, Nebraska 68154 and its principal place of business located at 1400 American Lane,

Schaumburg, Illinois 60196. Empire is authorized to transact business and has transacted business in the State of Ohio. Empire issued a Supplemental Liability Policy to the Defendant, Ranjit Rasaily pursuant to the certified copy of the policy attached hereto and marked as Exhibit "A".

2. Defendant, Ranjit Rasaily, ("Rasaily") is now and was at all times relevant hereto an individual residing at 3385 Greenwich Street, Columbus, OH 43224 and is a citizen of Ohio.

3. Defendant, Estate of Sun Maya Rasaily, refers to Sun Maya Rasaily, Deceased, ("Rasaily Estate") who died on or about October 23, 2015. Sun Maya Rasaily was the mother of Ranjit Rasaily and was residing with him at 3385 Greenwich Street, Columbus, OH 43224 at the time of the accident hereinafter described and was a citizen of the Ohio.

4. Defendant, Meg Rasaily, is the father of Ranjit Rasaily and was residing with him at 3385 Greenwich Street, Columbus, OH 43224 at the time of the accident hereafter described and is citizen of Ohio.

JURISDICTION AND VENUE

5. This Court has subject matter jurisdiction over this matter pursuant to 28 USC §1332 as there is complete diversity among the parties and the amount in controversy exceeds the sum of \$75,000.00.

6. Venue is proper under 28 USC §1391(b) because the actions and controversies described herein occurred as a result of the rental by Rasaily, of a vehicle from EAN Holdings, LLC on or about October 23, 2015 at 3245 Morse Road, Columbus, OH 43231.

7. This is an action for declaratory judgment which exceeds the jurisdictional minimum limits of this Court.

FACTS

8. On or about October 23, 2015, the Defendant, Rasaily, as a part of his motor vehicle rental referred to in Paragraph 4 hereof, applied for a Supplemental Liability Policy which was then issued to him by Empire, a true and accurate copy of which is attached hereto and marked as Exhibit "A".

9. On October 23, 2015, Empire, in consideration of the payment of the premium required, issued its Supplemental Liability Policy to the Defendant, Rasaily, agreeing to insure Rasaily against all losses covered by the policy which involved bodily injury, property damage or both, all as specified and limited in the policy.

10. On or about October 23, 2015, Rasaily rented a 2016 Chrysler 200 vehicle from EAN Holdings, LLC, pursuant to the Rental Agreement attached hereto and marked as Exhibit "B".

11. The Rental Agreement which was signed by Ranjit Rasaily includes under Paragraph 17 Optional Supplemental Liability Protection the following:

"SLP Exclusions:

For all exclusions, see the SLP policy issued by Empire Fire and Marine Insurance Company: Here are a few key exclusions:

- (b) Loss arising out of bodily injury, death or property damage sustained by Renter or AAD(s) or any relative or family member of Renter or AAD(s) who resides in the same household."

12. The coverage under the said policy was subject to Paragraph D (3) of the Exclusions which provides as follows:

“D. EXCLUSIONS”

In addition to exclusions contained in the “underlying insurance”, this insurance does not apply to the following:

3. Loss arising out of “bodily injury” or “property damage” sustained by any “insured” or any relative or family member of the “insured” who resides in the same household.”

13. On October 26, 2015, the Defendant, Ranjit Rasaily, while driving the motor vehicle described in Paragraphs 4 and 9 hereof with Sun Maya Rasaily and Meg Rasaily as passengers therein, was involved in an automobile accident in Missouri in which he lost control of the vehicle he was driving, which accident resulted in the death of Sun Maya Rasaily.

14. On August 25, 2016, Empire sent its letter by certified mail to the Defendant, Ranjit Rasaily, disclaiming any coverage under the supplemental liability policy because any claims made against Ranjit Rasaily by Meg Rasaily and/or Sun May Rasaily arising out of the accident fall within the exclusions from the policy. A copy of the disclaimer letter is attached hereto and marked as Exhibit “C”.

15. The Estate of Sun May Rasaily is now represented by Attorney R.L. Kelly Phillips III, who has sent a letter to Empire demanding Empire extend its full coverage under the supplemental liability policy. A copy of this demand letter is attached hereto and marked as Exhibit “D”.

16. This Plaintiff hereby is requesting the Court to declare that the Plaintiff is not obligated to defend any pending or future suits against Defendant, Ranjit Rasaily, or to indemnify Ranjit Rasaily for any and all liability against Defendant, Ranjit Rasaily, arising during the period of coverage of this policy for the operation of the aforesaid

motor vehicle as excluded by the applicable exclusion referred to in Paragraphs 8, 10 and 11 hereof, including any and all claims asserted by the Estate of Sun Maya Rasaily and/or Meg Rasaily.

WHEREFORE, Plaintiff demands judgment as follows:

1. A determination by the Court that the Plaintiff, Empire, is not obligated under the Supplemental Liability Policy issued by it to the Defendant, Rasaily, to defend and/or to indemnify him, as an insured with respect to any claims asserted by the Rasaily Estate or by Meg Rasaily, arising out of the above described motor vehicle accident of October 23, 2015, because at that time both Sun May Rasaily and Meg Rasaily were relatives of Ranjit Rasaily who resided in the same household with him.

2. A Determination of the Court declaring that the exclusion in the Empire Policy for loss arising out of "bodily injury" or "property damage" sustained by any "insured" or any relative or family member of the "insured" who resides in the same household is valid and applicable.

3. For any and all other relief to which it may be entitled plus its costs herein expended.

/s/ Jay R. Langenbahn

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